

Manufacturer Must
Pay Ex-Employer
Debt 34 Years Old
Appellate Division Directs
Herman Curiel Make Res-
titution to Chicagoan for
His Alleged Peculations

Under a decision handed down yes-
terday by the Appellate Division Her-
man Curiel, wealthy president of the
Crown Fruit and Extract Company, is
directed to pay \$2,000 to Herman Op-
penheimer, of Chicago, who was his em-
ployer from 1876 to 1886, and who al-
leged that his failure in business was
due to the peculations of Mr. Curiel.
The ruling upheld the verdict given
in the case by a jury before Justice
McAvoy.

Mr. Oppenheimer was formerly in
the leather business in New York and
Mr. Curiel was his salesman and col-
lector. In the intervening years the
former employer suffered financial re-
verses, while the former employee
prospered.

In 1903 Mr. Curiel voluntarily offered
to pay Mr. Oppenheimer \$400 a year
during the lifetime of the former as
compensation for money Mr. Curiel
was charged with converting to his own
use while employed by Mr. Oppen-
heimer years before. These payments
of \$400 a year were made from 1903
until 1914, when they ceased. Mr. Op-
penheimer sought for an explanation
from Mr. Curiel as to why he discon-
tinued the annual allowance. "I have
no reason to give" was Mr. Curiel's
alleged answer, whereupon Mr. Oppen-
heimer brought suit to recover.

Alleged Thefts Revealed
Up to that time Mr. Oppenheimer
had kept his promise not to make pub-
lic the alleged thefts of Mr. Curiel.
What happened subsequently made this
revelation necessary. Mr. Curiel, in
his defense, said that he agreed to pay
his former employer \$400 because Mr.
Oppenheimer had threatened to tell his
former employer's partners of his past
conduct. This allegation that he had
resorted to blackmailing methods
caused the Chicago man to reveal in
court all the circumstances of his re-
lations with the now wealthy extract
manufacturer.

Mr. Oppenheimer denied that the \$400
a year was his price for silence, al-
though as a matter of fact he never
told anybody that Mr. Curiel had
pleaded guilty to petit larceny in 1886
and had served thirty days on Black-
well's Island. Mr. Oppenheimer's story
was that on Mr. Curiel's last trip on
the road for him, the latter had failed
to account for all the money he col-
lected. Mr. Oppenheimer testified at
the trial of his suit against Mr. Curiel
that Curiel had said that he was
ashamed to show up before because he
had collected some moneys and expected
to play the races and make good. He
got the cash and kept double books
and accounted for only a certain
amount, according to Oppenheimer, who
declared the peculations would run into
thousands.

Letters Offered as Evidence
There was placed in evidence a letter
written by the defendant to the plain-
tiff, August 26, 1886, in which he said:
"I shall see you as soon as I can pay
you all I owe you. You will lose noth-
ing by having waited."
In subsequent years Mr. Curiel ar-
ranged through his cousin, Herman A.
Curiel, president of the Western
Products Company, to make a settle-
ment for him.

Mr. Oppenheimer also submitted to
the court this letter from Mr. Curiel,
dated February 14, 1903:
"Having been informed that you are
in straightened circumstances, and be-
ing able to assist you, I propose to pay
you \$400 annually during my life. In
two semi-annual payments of \$200. For
these voluntary contributions, I kindly
request that you keep silent on the sub-
ject of past occurrence, and neither
discuss nor refer to them with any
living person, except Herman A. Curiel."
Justice McAvoy, at the trial of the
action, ordered stricken from the record
the statement of Mr. Oppenheimer that
Mr. Curiel had ruined him. "Whether

he was ruined, none has nothing to do
with it," said Justice McAvoy. "We are
to determine only whether the case is
based on the previous relations of the
parties or on blackmailing."
Mr. Curiel testified that Mr. Oppen-
heimer came to him in 1903 and told
him he had heard that Mr. Curiel had
just been married, and that if he did
not pay, he (Oppenheimer) would "make
it disagreeable" for him. Mr. Curiel
said he did not consider himself in-
debted to his former employer. He also
testified that the charge to which he
pleaded guilty was the theft of \$27.

Dryers Are Not Connected With
Sunday Observance Campaign
COLUMBUS, Ohio, Nov. 27.—Wayne
B. Wheeler, counsel for the Anti-Saloon
League of America, denied here today
that the organization is connected with
the movement to make Sundays "dead
still," or is cooperating as an organiza-
tion with the Lord's Day Alliance dedi-
cated to bringing about a more com-
plete observance of the Sabbath.

"The Anti-Saloon League is com-
mitted by its constitution to one ac-
tivity, namely, to oppose all evil—
the leverage liquor traffic," Wheeler
declared. "As individuals, the officers of
the association will cooperate with the
movement looking to a more complete
observance of the Sabbath, but they will
not, accordingly as they are individually
disposed."

Rev. H. A. Straub, of Ada, a Metho-
dist minister, is head of the Lord's Day
Alliance.

Mrs. Fiske Heads Bedford Board
BEDFORD, N. Y., Nov. 27.—Mrs.
Haley Fiske, of 33 Riverside Drive, New
York, was elected today as chairman
of the board of managers of the State
Reformatory for Women here, to suc-
ceed Daniel P. Hays, who resigned. She
is the wife of the president of the
Metropolitan Life Insurance Company.



U.S. Bulletin proves
H-O's food value

THE food table below shows how Oatmeal leads all
cereals in nourishment.

And for nearly 50 years, H-O has led all oatmeals in
flavor and digestibility because it is double-toasted and
steam-cooked.

The paragraph and table below are quoted from U. S.
Health Education Bulletin No. 2.

The following list gives the cereals and flours in the order
of the amount of nourishment which they contain, and
their rating, based upon the proportion of the chief
elements in the food which are necessary for growth:

Oatmeal..... 2,500	Rye flour..... 1,450	White wheat flour..... 1,350
Force..... 2,200	Cornmeal..... 1,350	flour..... 1,350
A wheat cereal 2,200	Macaroni..... 1,350	Hominy..... 1,150
Graham flour . 2,200	Another cereal. 1,350	Rice (white) . 1,150
Barley..... 1,150	Farina..... 1,350	Corn flakes..... 1,100

THE H-O COMPANY Dept. B, Buffalo, N. Y.

"I want some more"

HORNBY'S OATMEAL

Endorsed by
the
Tribune
Institute

Send your grocer's
name and we will
send you free,
enough H-O for a
meal for six persons

First Wife's Claim Paid,
Harkness Widow Asserts
Declares Late Husband Settled
All Obligations by Giving
Divorcee \$200,000

Mrs. Florence S. Harkness, widow of
Harry S. Harkness, filed her answer in
the Supreme Court yesterday to the
suit brought by Mrs. Marie M. Cowan,
divorced wife of Mr. Harkness, who
claims his entire estate, valued by her
at \$200,000, under mutual and ir-
revocable wills made by the plaintiff
and Mr. Harkness when they were
husband and wife. John W. Macmillan,
co-executor with Mrs. Harkness, of the
Harkness estate, is also a defendant.
Mrs. Harkness said in her answer
that the consideration of the contract
referred to by Mrs. Cowan, under which
Mr. Harkness agreed to leave her his
estate, was the love and affection of
the former wife. Subsequently, said
Mrs. Harkness, the plaintiff sued Mr.
Harkness for a divorce, obtaining a
decree on October 16, 1916. By this
action, Mrs. Harkness contends, Mrs.
Cowan "willfully and completely de-
stroyed the consideration" that moved
Mr. Harkness to agree to give her his
estate.

It is further alleged by Mrs. Hark-
ness that two months after the first
wife of Mr. Harkness obtained her
divorce, Mr. Harkness paid her \$200,-
000 in full satisfaction and discharge
of all claims she had or might have
against him and as damage she might
suffer for his failure to carry out the
agreement to leave his estate to Mrs.
Cowan. Mrs. Harkness added that he
sides this payment to Mrs. Cowan, Mr.
Harkness revoked all his will and
executed under another document ex-
ecuted by him.

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Fur Trimmed Suits in Yalama or Duvet de Laine

Large fur collars of Nutria or Australian Opossum.
Brown, Navy Blue, Taupe and Plum are included
in the colors. Also Plain Tailored Suits to be worn
with one's own furs. Silk lined and interlined.

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40 High Class Fur Trimmed Suits

Fashioned of Veldyne, Duvet de Laine and Yalama Cloth
with fur trimmings of Squirrel, Mole, Nutria and Australian
Opossum; sizes 34 to 46½. Formerly \$115.00 to 245.00.

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specifications and constructed in a man-
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Sizes 34 to 44.

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Priced Unusually Low for Monday.

Glove Silk Vests with bodice tops—
Ribbon shoulder straps; Pink only. **\$2.95**
Value \$4.25,

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Heavy quality Silk; well reinforced;
ankle length. Value \$5.00, **\$3.95**

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In Black and Colors. Value \$6.50, **\$5.00**

Hand Knitted Shetland Jackets—
In Black, Navy Blue, Green or Brown;
Value \$5.00 **\$3.95**

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A recent importation of the finest qualities.

12-button Length Mousquetaire Gloves
In White, Cream, Pongee and Champagne. **\$5.50**
Regularly \$7.50. Special at

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In White, Cream, Pongee and Champagne. **\$6.50**
Regularly \$9.00. Special at

20-button Length Mousquetaire Gloves
White only. Regularly \$10.50. Special at **\$8.50**

Men's and Women's FINE SILK UMBRELLAS

(Particularly appropriate for Christmas gifts)

Now offered at noteworthy prices.

Women's Colored or Black Silk Umbrellas
With handsome Bakalite handles or leather
effects; Bakalite tips and tops to match. **\$5.75**

Men's and Women's Extra Quality Silk Umbrellas
Choice of Bakalite handles or the desirable
amber posts and rings; also colored effects
with leather loop and handles of Bakalite. **\$6.75**

Women's Extra Quality Tape Edge Silk Umbrellas
Distinctive Bakalite and leather handles; also
14-karat gold-tipped handles, tips and tops;
also rods **\$8.50**

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Women's and Misses' Wide Wale Corduroy ROBES

(Second Floor)

Embossed designs. Moufflon trimmed at neck. Lined through-
out. Full length models in all colors. **Excellent values at**

\$10.50

Wide Wale Corduroy Robes in Embossed Designs

Slip-over or straight line coat models. Pockets and girdles.
All colors. **Exceptional at**

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Handsome models of Duvetyn, Chiffon, Velvet
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Women's 8-piece Shell Fitted Suit Cases
Highly desirable Fabrikoid Case; beautifully
silk lined. Sizes 16 to 22 inches. **Special at** **27.50**

Solid Gold Mounted Bill Books for Men
In real leather; also plain models in English
leather. Values \$5.00 and \$6.50. **Special at** **\$3.95**

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